



**Superior Court of California
County of San Francisco**

**Request for Proposals
For
Printing and Mailing of Jury Summons
SFSC 05 – 017**

**Pre-Proposal Conference: October 18, 2005, 10:00 a.m.
Civic Center Courthouse
400 McAllister Street, Room 617
San Francisco, CA 94102**

Deadline for Submission: November 4, 2005, 5:00 p.m.

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1. Introduction

1.1. Issuing Organization

The Superior Court of California, Counties of Alameda, Contra Costa, Marin, and San Francisco (individually and collectively referred to as “Court”) is issuing this Request for Proposal (RFP) to provide the Court with competitive bids for the Printing and Mailing of Jury Summons. The San Francisco Court will serve as the lead entity in this RFP process.

1.2. Project Overview

The Court is seeking qualified vendors to print and mail a standardized Jury Summons and to provide related data processing, in-house system programming, variable imaging, and data reporting services. The four Courts estimate that approximately 1.5 million Jury Summons notices are sent annually. Because of the geographical size and population of the counties they serve, many of the Courts require more than one version of the Jury Summons. The number of Jury Summons issued and versions needed for each Court are:

- The Alameda Court issues approximately 832,000 summons annually and requires five (5) versions of the Jury Summons.
- The Contra Costa Court issues approximately 179,000 summons annually and requires four (4) versions of the Jury Summons.
- The Marin Court issues approximately 71,000 summons annually and requires one (1) version of the Jury Summons.
- The San Francisco Court issues approximately 410,000 summons annually and requires two (2) versions of the Jury Summons.

The printing and mailing of the Jury Summons is an essential and important responsibility of the Court. Vendors must demonstrate they have the financial and physical resources available to guarantee the production and distribution of large volumes of unique printing with individual addresses whenever required by the Court.

The Court may have additional printing and mailing needs that are ancillary to the production and mailing of the Jury Summons (for example, Notice of Failure To Appear, Notice To Show Cause, etc). These additional printing requirements will be determined by each individual Court.

The initial term of this contract is two years with two one-year options to extend the term. The Superior Courts of other California counties may elect to avail themselves of the contract resulting from this RFP. Other courts may elect to utilize the contract during specific “opt-in” periods after the contract is awarded. The vendor will provide the same products, prices, and services to other courts that elect to use any resulting contract. Price may be renegotiated based on the added volume that is realized from courts that opt into the contract. (See Section 3.5 and Attachment A, Provision 25 for information related to

the contract term and “opt-in” periods).

The Court reserves the right to reject any or all proposals, in whole or in part, submitted in response to this RFP. The Court further reserves the right to make no award and to modify or cancel, in whole or in part, this RFP.

2. Procurement and Evaluation Process

2.1. Schedule and General Instructions

2.1.1. Key Events and Deadlines

The Court has developed the following list of key events. All deadlines are subject to change at the Court’s discretion.

	Event	Key Dates	Time
			(if applicable)
1	Court Issues RFP	September 23, 2005	
2	Vendor’s Letter of Intent to participate in Pre-Proposal Conference. (See 2.2)	October 14, 2005	5:00 p.m.
3	Mandatory Pre-Proposal Conference. (See 2.2)	October 18, 2005	10:00 a.m.
4	Deadline for Requests for Clarification or Modifications. (See 2.3)	October 24, 2005	5:00 p.m.
5	Deadline for Proposals. (See 2.4)	November 4, 2005	5:00 p.m.
6	Potential Interviews. (See 2.8.1)	To Be Arranged	
7	Negotiations. (See 2.8.2)	To Be Arranged	
8	Notice of Intent to Award (estimated date)	November 23, 2005	
9	Notice of Award. (See 2.9) (estimated date)	December 5, 2005	

The RFP and any addenda will be posted on the following Internet site (hereinafter referenced in this document as “the Internet”):

www.cscr.dgs.ca.gov

2.1.2. Contact List

Contact Information: Superior Court of California
County of San Francisco
400 McAllister Street, Room 205
San Francisco, CA 94102
415.551.5730
E-Mail: Court_Purchasing@sftc.org

Chief Executive Officer: Gordon Park-Li
Project Manager: Sally Pina

Contracting Officer: Susan Patrick

2.1.3. Disposition of Material

All materials submitted in response to this solicitation document will become the property of the Court, and will be returned only at the Court's option and at the expense of the vendor submitting the proposal. One copy of a submitted proposal will be retained for official files and become a public record. Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor's proposal, as it may be made available to the public.

Though the Public Records Act (PRA) does not apply to the Court, the Court generally follows the PRA when responding to document requests. If sections of a vendor's proposal are marked confidential or proprietary, and the Court agrees that those portions meet the disclosure exemption requirements of the PRA, those sections will not be disclosed pursuant to a written request for public documents. If, in its sole opinion, the Court does not consider such confidential sections exempt from disclosure, the material may be made available to the public. If vendor is uncertain whether sections of its proposals would satisfy the disclosure exemption of the PRA, vendor should not include such information in its proposal or risk disclosure to the public.

2.1.4. Proposal Preparation Costs

Vendors submit proposals entirely at their own expense. The Court has no express or implied obligation to reimburse a vendor for any costs incurred in preparing or submitting proposals, providing additional information when requested by the Court, participating in any selection interviews or product demonstrations, or participating in this procurement.

2.2. Mandatory Pre-Proposal Conference

A pre-proposal conference to answer questions related to this RFP will be held on October 18, 2005, 10:00 a.m., at the following location:

Superior Court of California
County of San Francisco
400 McAllister Street, Room 617
San Francisco, CA 94102

Attendance at the pre-proposal conference is mandatory. Prospective vendors are required to attend in order to better understand the proposal requirements. In the event a potential vendor is unable to attend the pre-proposal conference, an authorized representative may attend on its behalf. A representative may only sign in for one vendor. Proposals from vendors who did not attend the pre-proposal conference will not be accepted and will be returned unopened.

A Letter of Intent from a pre-proposal conference participant must be sent to the Project Manager by the specified date and time (See 2.1.1). The letter should indicate the

number of individuals (of vendor and its subcontractors) who plan on attending the pre-proposal conference.

Information related to each Court and court locations within their respective counties will be provided. A copy of the Model Jury Summons and related information will also be distributed at the conference.

A summary of questions and answers from the pre-proposal conference will be provided to attendees after the conference.

2.3. Pre-Submittal Process

2.3.1. Request for Clarifications or Modifications

Any procedural questions, requests for clarification or modification of the solicitation document, and questions regarding the Contract Terms and Conditions must be sent, in writing, to the Project Manager. (See 2.1.2). To ensure that all vendors receive the same information and materials, no telephone or personal inquiries about the RFP will be answered.

For any change requested, the vendor must specify the recommended change and all reasons for proposing the change. All questions and requests must be submitted in writing to the Project Manager no later than the date specified in the Schedule and General Instructions. Questions or requests that are submitted late will not be addressed.

Without disclosing an inquiring vendor's identity, the Project Manager will compile all questions and responses in an addendum that will be provided to all vendors.

If a question or request for clarification integrates a vendor's confidential or proprietary information, and disclosure to competitors is a concern, the vendor may submit its question in writing, conspicuously marked "CONFIDENTIAL." With the submitted question, the vendor must explain why the question is sensitive. If the Court concurs regarding the proprietary nature, both the question and answer will remain confidential. If the Court does not concur, the vendor will be notified and provided an opportunity to withdraw the question. Otherwise, the question and answer will be provided to all participating vendors.

2.3.2. Ambiguity, Discrepancies, Omissions

For any discovered ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor will immediately notify the Project Manager and request clarification or modification. The Court may modify the solicitation document prior to the proposal deadline by providing an addendum to vendors or by posting that information on the Internet.

If a vendor knows, or should have known of an error in the solicitation document, and fails to notify the Court, the vendor will propose at its own risk. If the vendor is awarded the contract, no additional compensation or time will be allowed for delays or increased costs due to the undiscovered or undisclosed error.

2.3.3. Contact with Court

Vendors may not contact any Court personnel or consultants for meetings, conferences, or discussions related to this RFP at any time prior to award of the contract. Unauthorized contact with any Court personnel or consultants may be a basis to reject the vendor's proposal.

2.3.4. RFP Addenda

The Court may modify this solicitation document prior to the date of submission of proposals by providing notice to potential vendors or posting that information on the Internet. If a vendor finds an addendum unnecessarily restricts its ability to propose, it must notify the Project Manager within three (3) days following the addendum posting. Vendor's pricing is presumed to reflect all addenda issued by the Court.

2.4. Submission of Proposals

2.4.1. Proposal Delivery

The following must be received by the Deadline for Proposals at the Contact Address:

- One (1) unbound original of the technical proposal;
- One (1) unbound original of the cost proposal;
- Seven (7) bound hardcopies of both the technical and the cost proposals;
- One (1) electronic copy of the technical proposal in Microsoft Word or PDF format; and
- One (1) electronic copy of the cost proposal in Excel format.

All proposals must be submitted in sealed, double envelopes. The outside envelope must clearly indicate the RFP Number, Project Title, Deadline for Proposals, and the vendor's name. The cost proposal must be provided in a separately sealed envelope and should clearly indicate "Cost Proposal" and the vendor's name.

The hard copies and electronic copies of the technical proposal must not include any pricing information. Proposals received prior to the Deadline for Proposals that are marked properly will be securely kept, unopened, until the Deadline for Proposals.

IMPORTANT: Late proposals will not be considered.

All proposals must be delivered via U.S. Mail, common carrier, or hand delivery. Vendor should obtain a receipt for any material hand-delivered to the Court.

The vendor is solely responsible for ensuring that the full proposal is received by the Court prior to the date and time specified, at the place specified, and in accordance with any other requirements. The Court is not responsible for, and cannot excuse, any delays in mail, by common carriers, transmission errors or delays, or missed delivery.

2.4.2. Amendment or Withdrawal of Proposals

A proposal can be amended if an amendment is provided in writing and provided to the Project Manager prior to the Deadline for Proposals.

A proposal can be withdrawn if written notice is provided to the Project Manager prior to the Deadline for Proposals.

Amendments or withdrawals offered in any other manner will not be considered. Proposals cannot be amended or withdrawn after the Deadline for Proposals.

2.4.3. Mistake in Proposal

If, prior to a contract award, a vendor discovers a substantial mistake in its proposal and the vendor is unwilling to perform as proposed, the vendor must immediately notify the Project Manager in writing to withdraw its proposal. The Court has sole discretion to determine if vendor's withdrawal will be permitted. If the solicitation anticipated awarding "all or none" of the tasks, then vendor's withdrawal must be for the entire proposal. If the solicitation anticipated awarding on a line-item or combination-of-items basis, the Court may permit vendor's withdrawal on that basis.

2.4.4. Correcting Submitted Proposals

If a mistake is discovered in a vendor's proposal, the Court may, at its sole discretion, retain the proposal and allow the vendor to submit arithmetic corrections or edit obvious typographical errors. To determine if a correction will be allowed, the Court will consider:

- conformance to the solicitation's format and content;
- significance and magnitude of the correction;
- any unusual complexity required by the solicitation; and
- if the vendor's intent is clearly established in the proposal.

The total price of unit-price items or individual line items will be the product of the unit or line item price and the quantity. If the unit or line item price is ambiguous, unintelligible or omitted, the unit or line item price will be obtained by dividing the "extension" price by the item quantity.

2.4.5. Authorized Signatures, Validity Period of Proposals

Proposals must include the vendor's name, address, telephone and facsimile numbers, and federal tax identification number. The proposal must be signed by the vendor's duly authorized officer or employee, and include that individual's name, title, address, and telephone number.

Proposals will be valid for ninety (90) days after the Deadline for Proposals. If a proposal is not selected within that time, the Court reserves the right to negotiate extensions to that timeframe.

2.4.6. Knowledge of Requirements

The vendor will carefully review all documents referenced and incorporated into the solicitation document to ensure that all necessary information has been provided and all requirements are priced in the proposal. Failure to examine any document, drawing, specification, or instruction is at the vendor's sole risk.

Vendors are responsible for knowledge of all items and conditions contained in their proposals and in this RFP, including any Court-issued clarifications, modifications, amendments, or addenda. The Court will provide notice to prospective vendors or will post addenda and clarifications on the Internet. However, it is the vendor's sole responsibility to ascertain that the proposal includes all addenda issued prior to the Deadline for Proposals.

2.4.7. Independence of Proposal and Joint Proposals

Vendor represents and warrants that by submitting its proposal it did not conspire with any other vendor to set prices in violation of anti-trust laws.

Two or more vendors may jointly submit a proposal, but one vendor must be identified as the prime contractor and the other as the subcontractor. The Court assumes no responsibility or obligation for the division of orders or purchases among joint subcontractors.

2.4.8. Covenant Against Gratuities

By signing its proposal, vendor warrants that no gratuities (e.g., entertainment, gifts, or otherwise) were offered by the vendor or its agent, director, or representative, to any Court officer, official, agent, or employee, in an attempt to secure the award or favorable treatment during the performance of any resulting contract. For breach or violation of this warranty, the Court will have the right to terminate all or part of any resulting contract. The Court's rights and remedies provided in this provision are not exclusive, and will supplement any other rights and remedies provided by law or under the resulting contract.

2.5. Overview of Evaluation Process

2.5.1. Evaluation Committee

The Court will comprehensively and impartially evaluate proposals received in response to this RFP with a committee of qualified personnel ("Evaluation Committee"). The names, units, or experience of the committee members will not be disclosed to any vendor.

The Evaluation Committee will review all proposals submitted, except for the cost proposals, against the minimum qualifications.

After satisfying the minimum qualifications, vendors will then be evaluated against the evaluation criteria. The Evaluation Committee will complete the evaluation of the technical proposals; then the cost proposals will be opened and evaluated to determine an

overall score.

2.5.2. Reservation of Rights

At its sole discretion, the Court may reject proposals failing to meet the minimum qualifications or with inadequate scores relative to other vendors' proposals. The Court reserves the right to reject any or all proposals, in whole or in part, or to waive any immaterial deviation or defect in a proposal.

The Court's waiver of an immaterial deviation or defect will not modify the solicitation document, nor excuse a vendor from full compliance with solicitation document specifications.

If a proposal fails to meet a material solicitation requirement, the proposal may be rejected. A deviation is material if it is not in substantial accord with the requirements of the solicitation document. Material deviations cannot be waived.

The Court may accept any item or combination of items of any proposal, unless the vendor expressly conditions its submission on receiving an award for all items for which it provided a proposal. At its sole discretion, the Court will consider whether such restriction provides the best value to the Court, or if such restriction is non-responsive and renders the proposal ineligible for further evaluation.

The Court reserves the right to negotiate with the first-ranked vendor to clarify and finalize a contract. If no contract is finalized, the Court reserves the right to:

- negotiate with the next-ranked vendor;
- reject all proposals and make no award under this RFP;
- reconsider any other proposal timely submitted and accepted; or
- meet with vendors to gather additional information.

Any proposals containing false or misleading statements may be rejected if Court finds the information was intended to mislead the Court regarding any requirement of the solicitation document.

2.5.3. Evaluation of Cost Sheets

Cost sheets will be reviewed only if a proposal is otherwise qualified. Cost proposals must be submitted separately as an Excel file. If a hardcopy is provided, all figures must be legible and printed in ink or typed. No erasures are permitted. Errors must be crossed-out, adjacent corrections printed in ink or typed, and initialed by the person signing the proposal. If there are discrepancies between the hardcopy and the electronic copy, the hardcopy will prevail.

2.5.4. Requests for Additional Information

The Court reserves the right to seek clarification or additional information from any vendor throughout the solicitation process. Vendor's failure to substantiate claims made in its proposal may cause its proposal to be found non-responsive.

2.6. Minimum Qualifications

To be considered for full evaluation and possible award, vendors must meet the minimum qualification requirements listed in the following table. These requirements can be met by combining experience, expertise, and resources of the vendor and any proposed subcontractors:

No.	Minimum Qualifications
1	Vendor must have been in business for a minimum of five (5) years, and must demonstrate that it is financially stable and viable. Vendor must have annual revenue of at least five million dollars (\$5,000,000).
2	Two (2) or more years experience providing the same or similar products or services to government entities or public sector customers.
3	Vendor must have current experience with the latest printing equipment and technology. Vendor must employ high-speed web press operations, modern post-press folding, insertion and mailing equipment, and laser printing equipment for post-press variable imprinting.
4	Neither the vendor nor any of its proposed subcontractors is currently under suspension or debarment by any state or federal government agency and neither vendor nor any of its proposed subcontractors is tax delinquent with the State of California or federal government.

The vendor must detail in its Executive Summary how it meets each minimum qualification specified above. Although the Court may waive minor deviations or defects, only those proposals meeting all of the minimum qualifications will be considered.

Vendors failing to meet any of the minimum qualifications will be notified in writing and will have ten (10) days from receipt of such notification to file proof that all such qualifications are met.

2.7. Evaluation Criteria

Proposals will be evaluated for the best value to the Court. Although factors vary in weight, all are necessary, and a proposal must be technically acceptable in every category to be eligible for award. At its sole discretion, the Court may reject any proposal that is priced outside of the competitive range.

The following criteria, in priority order, will be considered in evaluating each proposal. The Court reserves the right to consider other factors, not named here, in making its decision.

1. Price (See 3.6 and Attachment D);
2. Qualifications and experience (See 3.2 and 3.4);
3. Availability of equipment dedicated to print and deliver summonses

throughout the contract period and to accommodate the Court’s service needs (See 3.5 and 4.2), with particular reference to:

- a) Disaster protection capabilities; and
 - b) Order and process tracking systems.
- 4. Customer References (See 3.4.1 and 3.4.2);
 - 5. Financial history and stability (See 3.1 and 3.2).

2.8. Interviews and Negotiations

2.8.1. Interviews

After initially screening proposals, the Court may require oral presentations, interviews or further responses regarding any proposal. Selected vendors will be notified in writing of the date, place, time and format of any presentation or interview. Vendors will be responsible for all costs related to the interview, which, at the Court’s sole discretion, may be in-person or by teleconference. Vendor’s failure to participate in such interviews or presentations will result in disqualification.

2.8.2. Negotiations

Court may negotiate with vendors at its discretion. If negotiations fail to result in an award, the Court may negotiate with the other vendors or make no award under this RFP. The Court reserves the right to award a contract, if any, without negotiations.

2.8.3. News Releases

News releases regarding any award or contract resulting from this solicitation may not be made by a vendor without the prior written approval of the Court’s Chief Executive Officer.

2.9. Award of Contract

Upon award, the successful vendor will be required to execute a contract incorporating the Statement of Work, the Terms and Conditions, including any supplemental terms and conditions that may be required, and provide a certificate of insurance within thirty (30) calendar days. The period for contract execution may be changed by mutual consent of the parties.

2.10. Protest Procedures

2.10.1. General

Vendor’s failure to comply with the protest procedures will render a protest inadequate and untimely and will result in rejection of the protest. In no event will a protest be considered if all submittals are rejected or after a contract has been executed.

The protestor must have exhausted all administrative remedies – Request for

Clarifications or Modifications; Ambiguity, Discrepancies, Omissions; RFP Addenda; – prior to submitting the protest. Failure to do so will disqualify the protest.

2.10.2. Prior to Submission of Proposal

Any actual or prospective vendor with a direct economic interest in the procurement may protest allegedly restrictive or defective specifications or other improprieties in the solicitation process that are apparent, or should have been reasonably discovered prior to the submission of a proposal. Such protest must be received prior to the Deadline for Proposals.

2.10.3. After Award

A proposing vendor may protest the award based on allegations of improprieties occurring during the proposal evaluation or award period, if it met all of the following conditions:

- Vendor believes its proposal is responsive to the solicitation document;
- Vendor believes its proposal meets the administrative and technical requirements of the solicitation, offers items and/or services of proven quality and performance, at a competitive cost; and
- Vendor believes that the Court has incorrectly selected another vendor.

Such protests must be received no later than five (5) days after the protesting party receives a no-award notification.

2.10.4. Form of Protest

A vendor will submit the protest to the Project Manager for forwarding to the Contracting Officer. The proposal must:

- Be in writing and sent by certified or registered mail or delivered personally to the address noted above. If hand-delivered, a receipt must be requested;
- Include the name, address, telephone and facsimile numbers of the party protesting or their representative;
- Indicate title of the RFP under which the protest is submitted;
- Detail the specific legal and factual grounds of protest and any supporting documentation that will be included; and
- State the specific ruling or relief requested.

The initial protest submittal must include all grounds for the protest and all evidence available at the time of submission. If the protestor later raises issues that could have been raised at the time of submission, the Court will not consider those omitted issues.

2.10.5. Determination of Protest Submitted PRIOR to Deadline for Proposal

Upon receipt of a timely and proper protest alleging restrictive or defective specifications or other improprieties in the solicitation process, Court will provide a written determination to the protestor prior to the Deadline for Proposals. The Court may extend the Deadline for Proposals to allow a reasonable time to review the protest. If the protesting party elects to appeal the decision, it will follow the appeals process outlined below, and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied, or proceed with the award and implementation of the contract.

2.10.6. Determination of Protest Submitted AFTER Deadline for Proposal

Upon receipt of a timely and proper protest, the Court will investigate the protest and will provide a written response to the vendor within a reasonable time. If the Court requires additional time to review the protest and is unable to provide a response within ten (10) days, the Court will notify the vendor. If the protesting party elects to appeal the decision, the protesting party will follow the appeals process outlined below and the Court, at its sole discretion, may elect to withhold the contract award until the protest is resolved or denied or proceed with the award and implementation of the contract.

2.10.7. Appeals Process

The Contracting Officer's decision will be considered the final action by the Court unless the protesting party then appeals the decision by filing a request for appeal with the Chief Executive Officer within ten (10) days of the issuance of the Contracting Officer's decision.

Justification for appeal is limited to:

- Facts or information that were unavailable at the time the protest was originally submitted; or
- Contracting Officer's decision contained significant and material errors of fact; or
- Contracting Officer's decision violated law or regulation.

The request for appeal will include:

- Name, address, telephone and facsimile numbers of the vendor filing the appeal or their representative;
- Copy of the Contracting Officer's decision;
- The legal and factual basis for the appeal; and
- The ruling or relief requested.

Upon receipt of a request for appeal, the Chief Executive Officer will review the request and issue a final determination. That decision will constitute the Court's final action.

2.10.8. Protest Remedies

If a protest is found valid, the Court will determine a fair and reasonable remedy, considering the following factors:

- Seriousness of the procurement deficiency;
- Prejudice to the protesting party;
- Impairment to the integrity of the competitive procurement system;
- Good faith efforts of the parties;
- Extent of performance;
- Cost to the Court;
- Urgency of the procurement; and
- Impact of the recommendation(s).

The Court may recommend one or any combination of the following remedies:

- Terminating the contract;
- Issuing a new RFP;
- Refraining from exercising options to extend the term under the contract, if applicable;
- Awarding a contract consistent with statute or regulation; or
- Any other remedies as may be required to promote compliance.

3. Proposal Format and Content

Responsive proposals should provide clear, concise information satisfying the requirements of this solicitation. Expensive bindings, color displays, etc., are neither necessary nor desired. Emphasis should be placed on conformity to the Court's instructions, requirements of this solicitation, and the completeness and clarity of content.

3.1. Executive Summary

3.1.1. Executive Summary Content

The vendor must provide an Executive Summary of its proposal. The Executive Summary should be a high-level overview of vendor's plan to accomplish the requirements of this RFP. The Executive Summary should demonstrate the vendor's understanding of the requirements and how it meets the minimum qualification requirements.

3.1.2. Vendor Information, Validity, and Authorized Signature

The Executive Summary should include the vendor information, validity period, and

authorized signature.

3.2. Company and Subcontractor Information

Vendor must be a reputable company with strong financial standing and experience in providing services described in this RFP. If the vendor is a joint venture, information about the prime contractor and the subcontractor must be submitted separately. The following information is required for the vendor, or both the prime and subcontractor(s) on a joint venture team:

- a) Complete name and address;
- b) Federal tax identification number; (for a sole proprietor using a social security number, the social security number will be required prior to finalizing a contract);
- c) State of incorporation, if any;
- d) Short narrative description of the vendor's organization, including organization charts and indication of company officers;
- e) Principal type of business;
- f) Total number of years in business;
- g) Number of years responding to RFP's of similar size and scope;
- h) Audited profit and loss statement and balance sheet for the vendor's last three fiscal years. If a company is privately owned, this information will be kept confidential by the Court. These financial statements must be contained in a separate document;
- i) Significant organizational events in the past five years, such as bankruptcies, mergers, acquisitions, initial public offerings;
- j) Annual contract value of the vendor's three largest contracts for similar products and services in the past three years;
- k) Percentage of turnover in service staff for each of the last three years in the vendor's organization that will be responsible for providing products and services described in this RFP (e.g., Account Manager, Customer Service personnel, etc.);
- l) If the use of subcontractors is anticipated, describe the vendor's contract management process for subcontractors, and describe agreements (e.g., teaming contracts or any other legally binding documents) between the vendor and each proposed subcontractor.

3.3. Company Profile and California Locations

Vendor will provide a short description of its company, list all of its California locations, and state whether it can provide products and services to each Court location. The vendor will indicate any Court locations where it cannot provide products and services.

3.4. Experience and Qualifications

3.4.1. Prior Experience and References

The Court requires the vendor and its subcontractors to have prior experience in all aspects of the products and services described in this RFP for projects similar in size, complexity and scope.

Vendors should describe their experience with comparably sized contracts, including

- Printing and mailing operations (See 4.2);
- Past experience with processing Jury Summons forms (See 4.2); and
- Capacity to add the operations specified in this RFP to their current workload. Additionally, the vendor should list the current equipment configuration that would be applied to fulfill this contract, including web printing, insertion and mailing, and variable imaging. (See 4.2G and I)

Vendor will provide the names, addresses, and telephone numbers for at least five (5) customers for whom the vendor has provided similar products and services within the last eighteen (18) months. Vendor will include a brief description of the scope of products and services provided to the customer and the duration of the contract. The Court may contact some or all of the references provided in order to determine the vendor's performance record. The Court reserves the right to contact references other than those provided in the proposal, and to use the information gained from them in the evaluation process.

3.4.2. Subcontracts

Vendor will describe its experience with each proposed subcontractor, along with names, addresses, and telephone numbers for a minimum of three (3) customer references, for products and services similar to those described in this RFP. The vendor should include a brief description of the scope of products and services provided to the customer and the duration of the contract.

3.5. Technical Approach and Methodology

The Court is interested in receiving proposals related only to the printing and mailing of Jury Summons as described in the Statement of Work. (See sections 4.2 A to E and 4.3). As stated earlier in this RFP, these services will initially be provided to the Superior Courts of Alameda, Contra Costa, Marin, and San Francisco counties. The Superior Courts of other California counties, at their option, may avail themselves of the contract resulting from this bid. The vendor agrees to provide the same products, prices, and services as specified in this RFP to other courts that opt to participate in any contract that may result from this procurement. (See Attachment A, Provision 25 for information relating to "opt-in" periods).

Once a vendor has been selected, the San Francisco Superior Court, acting as the Purchasing Authority, will award a contract that will specify the contract terms and conditions and be binding on the Courts and the vendor. Each Court will place orders directly with the vendor and will be liable for payment for any orders that it places under the terms of the contract.

The vendor that receives the contract award will be required to work with each individual Court to finalize all business arrangements. A vendor's proposal should provide information relating to the following items. The answers may be general, since the specific details relating to each item will necessarily be different, depending on the

business practices of each Court. However, the vendor should demonstrate its ability to respond to each of these issues.

- **Work Plan and Methodology** – Provide a project plan that describes how the vendor will provide the requested projects and services. The description should include such items as communication between the vendor and the Court, training (initial and ongoing), and program evaluation.
- **Ordering Process** – Describe the process for placing orders and the various ordering options available to each Court (for example: Internet ordering, telephone, facsimile, and e-mail ordering).
- **Customer Service** – Describe the organizational structure of the customer service department and the level of service that will be provided, including such issues as the identification and resolution of problems.
- **Reports** – Describe the reports that will be commonly available to the Courts, including information such as the data that is available, the format in which it is reported, and the frequency of reports.
- **Invoicing** – Describe the invoicing process, including such items as a description of the billing system, frequency of billing, and the ability to track orders and bill each Court individually for its own orders.

3.6. Cost Proposal

3.6.1. Government Rates

All vendors will offer the vendor's government or most favorable comparable rates.

3.6.2. Pricing and Price Adjustments

Vendor must submit pricing as required in Attachment D, Pricing Sheets. Pricing will include all anticipated charges, costs or expenses incidental to the vendor's performance. No reimbursed travel is anticipated.

The Court is exempt from federal excise taxes and will not pay any taxes levied on the vendor's or any subcontractor's employee wages. The Court will pay any applicable State of California or local sales or use taxes on the products provided or the services rendered. Taxes will be identified in a separate line-item on invoices.

Vendor's proposed prices will be valid for a minimum of 2 years after any resulting contract is signed. Thereafter, price increases will be not exceed the Consumer Price Index for the previous year, and will require sixty (60) days written notice, prior to the contract's anniversary date, including any contract extensions.

3.6.3. Method of Payment

Each court will pay the vendor monthly, after services have been accepted and proper invoices have been submitted. (See 4.2I). Invoices will clearly indicate:

- Contract number;

- Unique invoice number;
- Vendor’s name, address, and social security number or federal tax identification number; and
- Dates of service and services provided.

The vendor will submit the original invoice to the Accounting Manager of the court that has placed the order for services.

3.7. Required Proposal Forms and Documents

3.7.1. Required Forms

- a) Cost Proposal (sealed in a separate envelope);
- b) Vendor Certification Form;
- c) Statement of Acceptance of Terms;
- d) References.

3.7.2. Acceptance of Terms

The proposal must state that vendor accepts the attached Contract Terms and Conditions or identify any exceptions to those terms. For any exceptions, vendor must submit a “redlined” version of the term or condition, showing all suggested modifications and explaining the request. The vendor’s acceptance of the Terms and Conditions, with minor clarifications, will be an affirmative factor in the evaluation of the vendor’s proposal. Additionally, the vendor may propose supplemental terms and conditions that are specific to the industry and/or this project to be included in the final contract. Absent exceptions, the vendor is presumed to have accepted all Contract Terms and Conditions.

Although the Court will consider alternate and supplemental language proposed by a vendor, the Court will not be bound by contract language received as part of a prospective vendor’s response. If the vendor requires that the Court be bound by some or all of the vendor’s proposed contract language, the proposal may be considered non-responsive and may be rejected.

4. Statement of Work

4.1. Model Jury Summons

Each court currently sends to its jurors a summons that, for the most part, was developed in-house to meet the needs of each court. Many of the Superior Courts of California, including those involved in this procurement, have been involved in a collaborative effort to develop a Model Jury Summons that will include standard information and reporting requirements that will be used by all courts that participate in this program.

Vendors are advised that the Model Jury Summons is a prototype of a document that has not been utilized by any of the courts on a regular, day-to-day basis. The information and formatting are similar, but not identical, to the summons many of the courts are currently using. Vendors are advised that this is a pilot program. As such, experience with the

new form may require changes in key elements such as layout and design. Therefore, all prospective vendors must be flexible in adapting the Model Jury Summons to meet the needs of the Courts.

The Model Jury Summons “package” currently consists of:

- Two envelopes, consisting of one standard #10-size delivery envelope and a #9 return-reply envelope to return to the Court a juror’s request for postponement or excuse from service;
- An informational brochure sized to insert into the #10 delivery envelope entitled, “Court and Community”, that must be included with the summons. The brochure will be printed by the Administrative Office of the Courts and will be provided to the vendor at no cost;
- The Jury Summons itself, which is a one-page document printed on both sides of legal-size, 8 ½” x 14” paper:
 - The front of the document will consist of a standard format for all courts. “Variable” information for each court – such as individual juror information, directions, maps, telephone numbers, and instructions unique to a particular court – must be printed in special, designated areas within the standard format.
 - The reverse of the document will consist of a standard form that will be utilized by all courts. No variable information will be included on the reverse side of the Jury Summons.

An example of the Model Jury Summons with indicated folds and perforations will be provided at the pre-proposal conference. Specifications for the summons package are itemized below.

4.2. General Requirements

The vendor is required to provide the following services.

- A. Provide approximately 1.5 million one-part folded mailing documents that meet all U.S. Postal Service requirements for First Class mail. Each document must include a Juror Identification number along with a variable barcode imprinted on each document, personalized to each individual prospective juror. The appearance and quality of the document shall meet or exceed the quality produced by a laser printer. The mailing document shall include a perforated portion, which contains a personalized juror barcode that can be detached from the mailer document for use as a juror badge and a second perforation below the juror badge area. A separate perforation across the middle fold of the summons allows the juror to respond to the summons requesting postponement, excuse, or disqualification by completing and returning that response form to the Court.
- B. Produce the summons and mail a personalized mailer as described in Paragraph A

- above, to every prospective juror selected by the Courts. Exception: No documents will be sent to any individual who is eliminated as a result of an address up-date procedure. The mailing process shall take advantage of all available sorting, coding, bar-coding and bundling operations permitted by the U.S. Postal Service to reduce the cost of mailing. The mailing process shall include an address correction procedure equivalent to that available through the National Change of Address (N.C.O.A.) program, to reduce the number of incorrect addresses to which the mailer is sent.
- C. Process electronic data provided by the Courts for the purpose of producing personalized juror mailers. Vendor shall provide for the Courts a chart of critical dates to facilitate monitoring of the production and mailing schedule.
- D. Provide the Court with documentation of the mailing of each piece of mail and shall return electronic data indicating any changes which occurred as a result of the various productions and mailing procedures described above.
- E. Submit a monthly statement to each Court individually for products and services rendered. This statement shall only be based upon the number of mailers which were successfully produced and mailed, not to include any mailers which were destroyed or deemed unfit for mailing.
- F. The total annual volume of Jury Summons produced for the Courts of Alameda, Contra Costa, Marin, and San Francisco is approximately one million five hundred thousand (1,500,000), as described in Section 1.2, Project Overview.
- G. Vendor guarantees:
- Security: To protect the privacy of individuals and integrity of the Juror Information Database, vendor will be required to establish data maintenance procedures comparable to the processing and storage of financial transactions.
 - Mailing: All pieces (100%) must be tracked through production and mailing. All summonses that are damaged during manufacturing must be reprocessed and mailed.
 - Delivery of all items quoted, either from the vendor's stock, from warehouse stocks, or via manufacturer's shipment. If items are unavailable from vendor's stock, or if vendor is unable to obtain stock from the manufacturer, it shall be the vendor's responsibility to obtain identical items from any other source having that item.
- H. The vendor shall meet the following specifications relating to the actual printing of the Jury Summons:
- Printing – The ink colors to be printed on each document and the minimum

paper weight and grade are specified in the section, Sample Document.

- Quality – 300-dpi laser print quality will be required for bar code scanning and for the print images. The summons will need to have personalized data and bar coding.

I. Computer Systems, Software, and Programming

- Describe the software and computer systems that will be used to provide services under this RFP, including purchased and leased software as well as systems developed or modified in-house. Include communications protocols, required data formats, etc. In addition, indicate the response time of the system and the estimated percentage of time the system is guaranteed to be fully operational.
- Disaster Recovery: Describe back-up systems and emergency processes related to loss or incapacitation of hardware and software systems and production facilities. Describe redundant processing facilities or systems that are available in case of disastrous losses or facility down-time.
- Describe the security measures that will be utilized when receiving transmission of prospective juror information.
- Describe computerized or Internet-based tools that would be used to track orders, inventory and historical information.
- Define the layout of the variable data that will be provided and describe how data will be transferred and proofed. Detail the level of postal sorting required.

4.3. Sample Document

At the pre-bid conference the Court will provide a sample of the Model Jury Summons and copies of informational notices or brochures that will be sent to prospective bidders. Each vendor shall develop a sample of a Jury Summons document. The following are minimum specifications that must be met in the sample:

- The Jury Summons form will be two-sided with finished paper dimensions of 8 ½” x 14” with three folds and indicated perforations. It will be printed in three colors: Black, PMS1807 (Red) and PMS 614 (Yellow).
- The stock must meet the quality and specifications of 24# Microbond.
- Two envelopes must be included in the bid. The delivery envelope (#10) and return-reply envelope (#9) will be imprinted in two colors, Black and PMS 1807 (Red).
- The printing of the Jury Summons Form must be accomplished on a web press with an ultraviolet heat-set capability.

5. Attachments

5.1. Attachment A – Contract Terms and Conditions

This Agreement for Jury Summons Printing Services (“Agreement”) is made this ___ day of _____ 2005 by and between _____ with offices at _____ (“Contractor”) and the Superior Courts of San Francisco, Alameda, Contra Costa, and Marin (individually and collectively referred to as “Court” or “Courts”).

The purpose of this Agreement is to set forth the terms and conditions that apply to Contractor’s furnishing of jury summons printing services as requested in RFP No. _____ (“RFP”) and as further described in Exhibit 2, Statement of Work, to members of the Purchasing Group.

In consideration of the mutual promises, covenants, terms and conditions set forth below, the parties hereby agree as follows:

1. DEFINITIONS.

A. **Agreement:** entire integrated agreement, including all Contract Documents, Exhibits, Attachments, and Amendments incorporated therein for performance of the Work.

B. **Amendment:** written Contract Document issued by the Project Manager named in this Agreement, and signed by both Contractor and Courts, modifying the Agreement and identifying any of the following: (1) change in the Work; (2) change in encumbered contract amount; (3) change in schedule for delivery and performance of Work; or (4) any change to other terms and conditions.

C. **Appropriation Year:** authorized period of time for government spending for a defined purpose. The Appropriation Year for state-funded agreements ends on June 30th of each year.

D. **Confidential Information:** (i) any financial, statistical, personal, technical, or other data or information that is designated confidential by a party to this Agreement, (ii) all information related to the business of the Superior Courts of California or an individual Customer that may be obtained orally, in writing, or from any source, or on any Customer mainframe, Customer or judicial branch computer network or workstation, and all software, whether owned or licensed by Customer and whether accessed by Contractor by direct or remote access method, (iii) any information relating to the methods, processes, financial data, lists, apparatus, statistics, programs, research, development, or related information of the Customer concerning the past, present, or future official business and/or the results of the provision of services to the Customer, and (iv) information relating to Customer’s personnel and court users. Confidential Information does not include: (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information

generally and lawfully available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.

E. **Courts:** the Superior Courts of San Francisco, Alameda, Contra Costa, and Marin and any additional Superior Courts of California that may elect to participate in this Agreement (individually and collectively referred to as “**Court**” or “**Courts**”)

F. **Customer:** a member of the Purchasing Group may also be individually referred to as a “Customer”.

G. **Data:** information, including, but not limited to, articles, papers, charts, records, reports, studies, research, memoranda, computation sheets, questionnaires, surveys, and other documentation.

H. **Deliverable:** hardware, software, firmware, documentation, services, products, or other items, specified in the Agreement, that Contractor will complete and deliver or submit to Customer.

I. **Material:** all types of tangible personal property, including but not limited to goods, supplies, equipment, commodities, and information and telecommunication hardware and software.

J. **Notice:** written document signed by an authorized representative of Contractor or the Project Manager named in this Agreement, providing formal notification and sent by either:

(i) depositing in the U. S. Mail or commercial express mail, prepaid, to the address of the authorized representative of the other party. Notice will be effective on the post-marked date; or

(ii) hand-delivery to the other party’s authorized representative, as set forth in the Agreement.

Notice will be effective on the date of receipt.

K. **Project Lead:** Contractor’s representative who will operate as the main interface with the Project Manager and individual Customers regarding the Work to be performed under this Agreement.

L. **Project Manager:** representative of the Purchasing Group named in this Agreement who will monitor and evaluate the Contractor’s performance. All requests and communications concerning this Agreement will be made through the Project Manager.

M. **Purchasing Group:** the “Purchasing Group” includes: the Superior Courts of San Francisco, Alameda, Contra Costa, and Marin and any additional Superior Courts of California that elect to become a part of the purchasing group as provided for in this Agreement, each of which may be individually referred to as a member of the Purchasing Group or “Customer”.

N. **Stop Work Order:** written notice to Contractor from Customer, directing Contractor to stop performance of Work for a period of ninety (90) days, or for a longer period by mutual agreement of the parties.

O. **Subcontractor:** a person or business entity that has a contract (as an "independent contractor" and not an employee) with Contractor to provide some portion of the Work of this Agreement.

P. **Task:** one or more functions, services, or actions, as specified in the Agreement, to be performed by Contractor for the Customer.

Q. **Third Party:** any individual or entity not a party to the Agreement.

R. **Work:** any or all labor, services, Deliverables, equipment, supplies, Materials, Tasks, and any other items or activities necessary for the performance and completion of Contractor's obligations in compliance with the requirements of the Agreement. Work may also include Tasks, Deliverables, and/or Submittals required by individual work order(s).

2. ACCOUNTING.

Contractor will maintain a system of accounting and internal controls that meets Generally Accepted Accounting Principles (U.S. GAAP).

3. AGREEMENT ADMINISTRATION; COMMUNICATION.

A. Relationship of Parties. Individual members of the Purchasing Group may elect to utilize this Agreement by placing orders, as set forth herein. Each member of the Purchasing Group is an intended third party beneficiary of this Agreement and has the right to enforce all terms and conditions set forth herein that affect such member of the Purchasing Group.

B. Obligation. This Agreement does not obligate any member of the Purchasing Group to place any orders under this Agreement nor does it guarantee Contractor a specific volume of orders under this Agreement.

C. Project Manager: Under this Agreement, the Project Manager will monitor and evaluate the Contractor's performance. The Project Manager for this Agreement is named below. All requests and communications concerning this Agreement will be made through the Project Manager. Any notice from the Contractor to the Courts will be in writing and will be delivered as follows:

_____, Project Manager

Superior Court of San Francisco County

D. Customer Contact: Each order will include a contact for the Customer placing the order. Contractor will contact the individual named on the Purchase Order regarding questions on the order or payment status.

E. Project Lead: Contractor's Project Lead named below will operate as the main

interface with the Project Manager and individual Customers regarding the Work to be performed under this Agreement.

Project Lead: _____

Notice to Contractor will be directed in writing to:

Attention: _____

F. Reports: Contractor will provide to the Project Manager named in this Agreement a quarterly program report in hardcopy and electronic format that provides a summary, by each Purchasing Group member, of the total dollar value ordered during the quarter reported. The quarterly report will be provided no later than thirty days after the end of each quarter and will include purchases that are invoiced or paid for with a credit card.

4. ASSIGNMENT.

Contractor will not assign this Agreement, either in whole or in part, without the prior consent of the parties to the Agreement in the form of a written amendment signed by the Courts and Contractor. Such consent will not be unreasonably withheld. However, the parties agree that in the event an individual Court or all Courts are required by law, statute, or regulation to assign this Agreement to another government entity for administrative or other purposes, Contractor's consent is not required. This Agreement will be binding upon and inure to the benefit of successors and assigns of the parties.

5. AUDIT; RETENTION OF RECORDS.

A. Audit. Upon reasonable notice, Contractor will provide to Customer, to any federal or state entity with monitoring or reviewing authority, or to the Customer's authorized representatives, access to and the right to examine and audit all records and documents relating to performance and billing under this Agreement, and, as necessary, to determine compliance with relevant federal, state, and local statutes, rules, and regulations. Contractor agrees to provide Customer with all relevant information requested, and will permit access to its premises at reasonable times, for the purpose of interviewing employees and inspecting and copying any relevant records.

B. Retention of Records. Contractor will maintain all financial Data, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law. The minimum retention period will be four years from the date of the submission of the final payment request or until audit findings are resolved, whichever is later.

5. CERTIFICATIONS AND REPRESENTATIONS

Contractor's signature on this Agreement will also serve as certification for the following paragraphs.

A. ADA Compliance. Contractor certifies that it and its Subcontractors comply with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. Sections 12101 et seq.), which prohibits discrimination on the basis of disability,

as well as with all applicable regulations and guidelines issued pursuant to the ADA.

B. FEHA Compliance. Contractor certifies that it and its Subcontractors comply with all applicable provisions of the Fair Employment and Housing Act, Calif. Gov. Code, § 12990 et seq., and all applicable regulations promulgated under Calif. Code of Regulations, title 2, § 7285 et seq.

Contractor certifies that it and its Subcontractors will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability, marital status, age (over 40), sex, or sexual orientation. Contractor will ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Contractor certifies that it and its Subcontractors will not unlawfully harass, including sexually harass, any persons with whom Contractor or its Subcontractors interact in the performance of this Work. Contractor and its Subcontractors will take all reasonable steps to prevent such harassment.

C. Drug-free Workplace. Contractor certifies that it and its Subcontractors will provide a drug-free workplace as required by Calif. Gov. Code, § 8355-8357.

D. Labor/Collective Bargaining. Contractor certifies that it and its Subcontractors will provide notice of their obligations under the foregoing provisions to labor organizations with which it or they have collective bargaining agreements, prior to execution of this Agreement.

E. National Labor Relations Board (NLRB) Certification. Contractor certifies that, within the immediately preceding two-year period, no more than one final, unappealable finding of contempt of court by a federal court has been issued against Contractor because of Contractor's failure to comply with an order of the National Labor Relations Board.

F. Prohibition Against Hiring Court Employees. Contractor certifies and will require all Subcontractors to certify to the following:

“Former court employees will not be offered employment position for two years from the date of separation, if that employee participated in the decision-making process relevant to the Agreement, or for one year from the date of separation if that employee was in a policy-making position in the same general subject area as the proposed Agreement, within the prior twelve-month period of Court employment.”

6. CHANGES IN WORK; STOP WORK.

A. Changes in Work.

A.1. Members of the Purchasing Group reserve the right to require Contractor to make changes in the specific Work of the individual Customer, which may include additions, deletions, or modifications to the specific Work, or changes in the timing or level of effort for the Customer's Work.

A.2. For any change proposed by a Customer or Contractor, Contractor will submit to the Customer in writing:

- a) a description of the proposed change and the reasons for the change;
- b) a summary of the total compensation to be paid Contractor with a breakdown of tasks and costs, including any reduction in work or costs resulting from the change; and
- c) a statement of the expected impact on schedule.

A.3. If Customer and Contractor agree on a change, the agreement to the change will be documented in writing and signed by the Customer and Contractor.

A.4. If the parties cannot agree to the terms of a change, Contractor will proceed diligently with Work unless otherwise directed by Customer, and any continuing disagreement will follow the process set forth in the provisions entitled “Dispute Resolution.” Contractor should not proceed with any change prior to receiving a written directive from Customer. All costs for changes performed by Contractor without the individual Customer’s prior written approval will be at Contractor’s sole risk and expense.

B. Stop Work.

B.1. A Customer may, at any time, by delivery of a written Stop Work Order to Contractor, require Contractor to stop any or all of the Work, for ninety days after the Stop Work Order is delivered to Contractor, and for any further period to which the parties may agree.

B.2. Upon receipt of the Stop Work Order, Contractor will immediately comply with its terms and take all reasonable steps to minimize the costs incurred to Customer during the applicable Stop Work period. Within ninety days after a Stop Work Order is delivered to Contractor, or within any mutually agreed extension of that period, Customer will either cancel the Stop Work Order or terminate the Work, as provided in the provisions entitled “Termination”.

B.3. If a Stop Work Order is cancelled, or the period of the Stop Work Order or any extension thereof expires, Contractor will resume Work. Customer may make an equitable adjustment in the delivery schedule, the encumbered contract amount, or both, if (a) the Stop Work Order increases Contractor’s costs or the time required for performance; and (b) Contractor asserts its right to an equitable adjustment within thirty days after the end of the applicable Stop Work period.

B.4. If a Stop Work Order is not canceled and the Work covered by the Stop Work Order is terminated other than for cause, Customer may allow reasonable costs resulting from the Stop Work Order.

B.5. Customer will not be liable to Contractor for loss of profits because of any Stop Work Order.

6. CHOICE OF LAW; JURISDICTION AND VENUE.

A. Choice of Law. This Agreement and performance under it will be exclusively governed by the laws of the State of California without regard to its conflict of law provisions.

B. Jurisdiction and Venue. Contractor irrevocably consents to the exclusive

jurisdiction and venue of the state and federal courts located in San Francisco, California in any legal action concerning or relating to this Agreement.

7. CONFIDENTIAL INFORMATION.

A. Requirements of Strict Confidence. While performing Work under this Agreement, Contractor and its Subcontractors may gain access to Confidential Information that, if disclosed to Third Parties, may be damaging to Court, its personnel, court users, or other government entity. Neither Contractor nor its Subcontractors acquires any right or title to the Confidential Information, and Contractor and its Subcontractors agree not to disclose any Confidential Information to any Third Party. All Confidential Information disclosed to Contractor or its Subcontractor will be held in strict confidence and used only in performance of Work under this Agreement. In the event of any unauthorized disclosure or loss of Confidential Information, Contractor will immediately provide Notice to the Project Manager, with pertinent details of the unauthorized disclosure or loss, and any remedial measures taken.

B. Permissible Disclosures. Contractor may disclose Customer's Confidential Information on a "need to know" basis to Contractor's employees and Subcontractors and any representatives of Customer that are working on the project. Additionally, Contractor may disclose the Confidential Information, to the extent necessary to (i) comply with any applicable law, rule, regulation, or ruling; (ii) respond to any enforceable summons or subpoena; or (iii) enforce its rights under this Agreement.

8. CONFLICT OF INTEREST; PROHIBITION AGAINST GRATUITIES.

A. Conflict of Interest.

A.1. Contractor covenants that it and its Subcontractors presently have no interest, and will acquire no interest, which would directly or indirectly conflict in any manner or to any degree, with the full and complete performance required under this Agreement. Contractor further agrees to submit full disclosure statements, if required by law to do so, pursuant to the requirements of the California Fair Political Practices Act or any other applicable federal or state law, regulation, or conflict of interest code.

A.2. Contractor and its Subcontractors and employees will not participate in proceedings that are sponsored by any member of the Purchasing Group if the Contractor, its Subcontractors, or their employees, principals, partners, family members, or organizations have a financial interest in the outcome of the proceedings.

A.3. Contractor and its Subcontractors and employees will not engage in actions resulting in, or creating the appearance of:

- a) use of an official position with the government for private gain;
- b) preferential treatment to any particular person associated with this Work or Agreement;
- c) impairment of the Purchasing Group's independence or impartiality;
- d) a decision made outside official channels; or
- e) adverse effects on the confidence of the public in the integrity of the Purchasing

Group.

B. Prohibition Against Gratuities.

B.1. Contractor covenants that no gratuities, in the form of entertainment, gifts, or otherwise, were offered by Contractor or any agent, director, or representative of Contractor, to any officer, official, agent, or employee of any member of the Purchasing Group, in an effort to secure the Agreement or favorable treatment with respect to any determinations concerning the performance of the Agreement.

B2. This Agreement may be terminated in whole or in part for any breach or violation of this covenant. Any loss or damage sustained by any member of the Purchasing Group in procuring, on the open market, replacement goods or services that Contractor agreed to provide, will be borne and paid for by Contractor. The rights and remedies of the individual member of the Purchasing Group under this provision are in addition to any other rights and remedies provided by law or under this Agreement.

9. CONSIDERATION.

A. Price.

A1. The description and price for jury summons and any ancillary products and services are set forth in Exhibit 1, Pricing Sheets.

A2. Contractor's prices set forth in Exhibit 1, Pricing Sheets, include all anticipated charges, including but not limited to cost of materials and product, cost of freight and delivery, overhead, profits, and other costs or expenses incidental to the Contractor's performance under this Agreement.

B. Payment does not imply acceptance of Work. Customer's payment will not relieve Contractor from its obligation to replace unsatisfactory Work, even if the unsatisfactory character of such Work may have been apparent or detected at the time such payment was made. Work, Data, or components that do not conform to requirements of this Agreement will be rejected, and will be replaced by Contractor, without delay or additional cost to Customer.

C. Disallowance. If Contractor receives payment from Customer for a service or reimbursement that is later disallowed or rejected by the Customer, Contractor will promptly refund the disallowed amount to Customer upon Customer's request. At its option, Customer may offset the amount disallowed from any payment Customer may owe to Contractor, under this Agreement or any other agreement.

10. CONTRACTOR STATUS.

A. Independent Contractor.

A.1 Contractor, Subcontractors, and their officers, agents, employees, and all others acting on behalf of Contractor for this Work, act as independent contractors and not as an agent of any member of the Purchase Group, its officers or employees. Contractor has no authority to bind or incur any obligation on behalf of any member of the Purchasing Group. Except as expressly provided in Exhibit 2 (Statement of Work), Contractor has no authority or responsibility to exercise any rights or power vested in the

Purchasing Group.

A.2. This Agreement will not be considered under any circumstance to create a joint-venture relationship.

A.3. If any governmental entity concludes that Contractor is not an independent contractor, this Agreement immediately upon Notice from the Project Manager. Alternatively, Contractor may agree to a reduction in financial liability, so that total costs under this Agreement do not exceed the originally contemplated amount.

B. Contractor's Employees.

B.1. Contractor's employees will be entirely and exclusively under the direction, supervision, and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring, and termination, or any other employment issues or requirements of law, will be determined by Contractor.

B.2. Contractor will issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's employees, consultants, and independent contractors.

B.3. If the Internal Revenue Service or any other federal or state governmental entity should investigate or challenge Contractor's independent status with respect to the Purchasing Group, the parties agree that (i) each will inform the other party of such investigation or challenge; and (ii) members of the Purchasing Group will have the right, but not the obligation, to participate in any discussion or negotiation occurring with the federal or state entity, regardless who initiates such discussions or negotiations.

B.4. Contractor will indemnify and hold all members of the Purchasing Group harmless from all claims, costs, and liabilities resulting from third-party actions alleging an employment relationship between any member of the Purchasing Group and any Contractor or Subcontractor personnel.

C. Exclusive Control of Means and Method of Performance. Contractor will determine the method, details, and means of performing or supplying the Work under this Agreement. Contractor will be responsible to the Purchasing Group only for the requirements and results specified in this Agreement and more particularly as set forth in Exhibit 2 – Statement of Work, and will not be subjected to the Purchasing Group's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor will have the "right to control" and bear the sole responsibility for the job site conditions and safety.

D. Permits, Laws, and Regulations.

D.1. Contractor must observe and comply with all applicable laws, rules, and regulations affecting the Work. During the term of this Agreement, Contractor will obtain and keep in full force and effect, all permits and licenses necessary to accomplish the Work. Such permits and licenses will be made available to the Project Manager, upon request.

D.2. Contractor will promptly provide Notice to the Project Manager of any conflict discovered between the Agreement and any applicable laws, rules, regulations,

and/or permits and licenses, and await resolution of the conflict. If Contractor proceeds with the Work in question without resolution of the conflict, Contractor will be solely liable for any costs, fines, penalties, or damages that accrue, including costs for remedial work required to comply with such requirements.

E. Subcontracting.

E.1. Except as proposed in the RFP, Contractor will not engage a Subcontractor to perform any portion of this Work, without the express written consent of the Project Manager. Any subcontracting without the Project Manager's written consent is a material breach of this Agreement.

E.2. Contractor warrants and represents that all Subcontractors will be subject to the same terms and conditions applicable to Contractor under this Agreement. Contractor will incorporate this Agreement as the prime agreement in any subcontracting relationship. Contractor will be liable for all Subcontractor acts or omissions, including indemnity obligations.

F. Signature Authority. Contractor has all requisite power and authority to conduct its business, and to execute and perform the Agreement.

11. DELIVERY AND PACKING SLIPS.

A. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Customer's Purchase Order number. Each shipment must include a packing slip showing: the Purchase Order number; the ordering date; ordering department, if appropriate; "ship to" location; item number, if applicable; product description; and quantity shipped. Any itemized packing slip bearing the Purchase Order must remain with the goods at the time of delivery to insure its receipt.

B. Shipping and delivery costs will be included in the price of the product. Contractor will not invoice Customer separately for shipping or delivery costs.

C. Time is of the essence for delivery of goods and any other performance required of Contractor. Delivery of goods will be made in accordance with the instructions included at the time the order is placed.. All deliveries will be made F.O.B. (freight on board) destination as freight pre-paid. Unless otherwise specified on the Purchase Order, all deliveries will be Inside Deliveries as designated by a representative of the Customer placing the order. Inside Deliveries refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be provided at the time the order is placed and noted on the order form or Purchase Order.

D. Any damage to the Customer's premises or property, including but not limited to building interior, walls, freight elevator, etc., will be the responsibility of Contractor. If damage does occur, Contractor must immediately notify the Customer.

E. The Contractor's failure to meet delivery terms may result in termination of this Agreement.

12. DISPUTE RESOLUTION.

Customer and Contractor will attempt, in good faith, to resolve any disputes informally.

Contractor will meet with Customer’s designated representative to discuss the matter and any actions necessary to resolve a dispute.

A. Escalation.

A.1. If a dispute remains unresolved following written notice by either party, each party’s Chief Executive Officer (“CEO”) or designated representative will meet to exchange information and attempt resolution within fifteen days of the effective date of the written notice.

A.2. If the matter is not resolved as set forth above, the aggrieved party will submit a second written notice which will:

- a) provide detailed factual information;
- b) identify the specific provisions in this Agreement on which any demand is based;
- c) advise if the demand involves a cost adjustment and, if so, provide the exact amount, accompanied by all supporting records; and
- d) attach a declaration that the demand is made in good faith, the supporting data are accurate and complete, and the amount requested properly reflects the necessary adjustment. Notice will be signed by an authorized representative of the aggrieved party.

A.3. Each party will comply with reasonable requests for additional information. Any additional information will be provided within fifteen days after receipt of a written request, unless otherwise agreed.

B. Confidentiality During Dispute Resolution.

B.1. All dispute resolution negotiations are considered confidential, and will be treated as compromise and settlement negotiations, to which California Evidence Code § 1152 applies.

B.2. Pending final resolution of any dispute, Contractor agrees to proceed diligently with the performance of the Work, including Work associated with the dispute, unless otherwise directed by Customer. Contractor’s failure to diligently proceed in accordance with Customer’s instructions will be considered a material breach of the Agreement.

13. FORCE MAJEURE.

A. Force Majeure events include, but are not limited to:

- 1. catastrophic acts of nature, or public enemy;
- 2. civil disorder;
- 3. fire or other casualty for which a party is not responsible; and
- 4. quarantine or epidemic.

The party asserting a Force Majeure event will immediately provide Notice to the other party of the occurrence and nature of the Force Majeure event, and its expected impact on schedule. The party claiming Force Majeure will use commercially reasonable efforts to continue or resume performance, including alternate sources or means. Contractor will

have no right to additional payment for costs incurred as a result of a Force Majeure event.

B. Any assertion of a Force Majeure event by Subcontractors will be attributed to Contractor.

14. INDEMNIFICATION.

A. To the fullest extent permitted by law, Contractor will indemnify, hold harmless, and defend (with counsel satisfactory to the Project Manager) members of the Purchasing Group and their agents, officers, and employees from and against any and all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorneys' fees, arising or resulting from, or in connection with, the performance or breach of this Agreement by Contractor or its officers, employees, agents, representatives, or Subcontractors. Such indemnification will not include loss, damage, or expense arising from the sole negligence or willful misconduct of any member of the Purchasing Group or its agents, officers, and employees.

B. For Contractor's acts, errors, or omissions which are covered by Contractor's Professional Liability insurance, Contractor will provide the above indemnification for that proportion of damages, costs, and liabilities that are attributed to Contractor, or any of its Subcontractors, but not for Court's proportionate share of liability.

C. Contractor's obligation to defend, indemnify, and hold members of the Purchasing Group and their agents, officers, and employees harmless is not limited to, or restricted by, any requirement in this Agreement that Contractor procure and maintain a policy of insurance.

15. INSURANCE.

A. General. The Contractor will obtain and maintain the minimum insurance set forth in subparagraph B, below. By requiring such minimum insurance, neither the Courts nor any member of the Purchasing Group will not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor will assess its own risks and if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. For full coverage, each insurance policy will be written on an "occurrence" form; excepting that insurance for professional liability, when required, may be acceptable on a "claims made" form. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of completion of the work which is the subject of this Agreement.

B. Minimum Scope and Limits of Insurance. The Contractor will maintain coverage and limits no less than the following:

Workers' Compensation at statutory requirements of the state of residency.

Employers' Liability with limits not less than **\$1,000,000.00** for each accident.

Commercial General Liability Insurance with limits not less than **\$1,000,000.00** for each

occurrence, Combined Single Limit Bodily Injury and Property Damage.

Business Automobile Liability Insurance with limits not less than **\$1,000,000.00** for each occurrence, Combined Single Limit Bodily Injury and Property Damage, including owned and non-owned and hired automobile coverage, as applicable.

C. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the Project Manager named in this Agreement. The deductible and/or self-insured retention of the policies will not limit or apply to the Contractor's liability to the Courts and will be the sole responsibility of the Contractor.

D. Other Insurance Provisions. The General Liability policy required in this Agreement is to contain, or be endorsed to contain, the following provisions:

The Courts, their officers, officials, employees and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.

To the extent of the Contractor's negligence, the Contractor's insurance coverage will be primary insurance as respects the Courts, their officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the Courts, their officers, officials, employees or agents will not contribute with the insurance or benefit the Contractor in any way,

The Contractor's insurance will apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

E. Certificates of Insurance. The Contractor will provide the Project Manager, named in this Agreement, certificates of insurance satisfactory to the Project Manager evidencing all required coverages before Contractor begins any work under this Agreement, and complete copies of each policy upon the Project Manager's request.

F. If at any time the foregoing policies is considered unsatisfactory to the Project Manager, as to form or substance, or if a company issuing any such policy is considered unsatisfactory to the Project Manager, the Contractor will, upon written notice to that effect from the Project Manager, promptly obtain a new policy, and submit the same to the Project Manager, with the appropriate certificates and endorsements, for approval.

G. All of the Contractor's policies will be endorsed to provide advanced written notice to the Project Manager of cancellation, nonrenewal, and reduction in coverage, within fifteen Days.

H. Waiver of subrogation. Contractor and its insurance carrier waive any and all rights of subrogation against the Courts. This waiver will be reflected on the Certificate of Insurance, provided by Contractor. If Contractor fails to obtain the appropriate waivers of subrogation, additional insured status, or certificates of insurance from carrier, Contractor will indemnify the Courts from all costs and liability caused by Contractor's breach.

16. INVOICES; PAYMENT AND SET OFF.

Customer will have no obligation to pay for any item until one original and two copies of a correct invoice for the item is received at the address shown on the Purchase Order. Payment is due net thirty days, unless otherwise indicated on the Purchase Order. Each invoice will be printed on Contractor's standard printed bill form, and will include at a minimum (a) the Purchase Order number, (b) Contractor's name and address, (c) the nature of the invoiced charge, (d) the description and quantity of goods provided; (e) the per unit amount charged; and (f) the extended price, including all applicable taxes itemized separately. Amounts owed to Customer due to rejections of goods or services or discrepancies in said invoices will be, at the Customer's option, fully credited against future invoices payable by Customer, or paid by Contractor within thirty days from Contractor's receipt of a debit memo or other written request for payment by Customer. Customer will have the right at any time to set off any amount owing from Contractor to Customer against any amount payable by Customer pursuant to any purchase order or any other transaction or occurrence.

17. LIMITATION OF LIABILITY.

Members of the Purchasing Group will not be liable to Contractor, its officers, employees, Subcontractors, or Third Parties for any indirect, special, or consequential damages, including lost profits or revenue, arising from or relating to this Agreement, regardless whether any member of the Purchasing Group was advised of the possibility of such loss or damage. In no event will a Customer's liability for direct damages arising from or related to this Agreement, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, exceed the amounts Customer has paid or owes to Contractor under this Agreement.

18. MODIFICATION.

No modification or change to this Agreement will be valid without written approval in the form of an Amendment, including any changes to Exhibit 2 (Statement of Work).

19. PERSONNEL AND RESOURCE REQUIREMENTS.

A. Personnel. Contractor will use adequate numbers of qualified individuals with suitable training, education, experience, and skill to perform the Work. Failure to maintain adequate personnel qualified to perform the Work may result in termination of this Agreement.

B. Adequate Resources and Equipment. Contractor will maintain adequate resources, including equipment and products, necessary to perform the Work of this Agreement and schedule Work to meet the individual requirements of each Customer. Failure to maintain access to adequate resources and equipment may result in termination of this Agreement.

C. Inventory. Contractor will maintain access to a reasonable stock of the goods to be provided for prompt delivery to members of the Purchasing Group. Failure to maintain access to such a stock may result in termination of this Agreement.

20. PROHIBITED BIDS FOR END PRODUCT OF THIS PROCUREMENT.

No person, firm, or subsidiary thereof which has been awarded a consulting services

agreement may submit a bid for, or be awarded an agreement for, the provision of services, procurement of Materials or Data, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of this Agreement. This provision will not apply to any person, firm, or subsidiary thereof, which is awarded a subcontract under this Agreement in an amount no more than ten percent of the total monetary value of this Agreement.

21. PUBLIC CONTRACT CODE REFERENCES.

References to the Public Contract Code are provided for convenience only. The Public Contract Code does not apply to members of the Purchasing Group, but is referenced to clarify Contractor's obligations, if specific code sections are cited.

22. RISK OF LOSS; REPLACEMENT; RETURN POLICY.

A. Risk of Loss. Contractor will bear the risk of loss or damage to the ordered goods until Contractor delivers the goods to the place of business indicated on the Purchase Order.

B. Replacement / Return Policy. Contractor will arrange for the return of all mis-ordered, mis-shipped, returned, or damaged items at no cost to Customer. There will be no restocking fee for returns of items that are damaged or shipped by Contractor in error. Contractor will not charge and Customer will not pay for the return of any mis-ordered, mis-shipped or damaged items.

23. SCOPE OF WORK; CUSTOMER SERVICE; ORDERING; ACCEPTANCE / INSPECTION.

A. Scope of Work. Contractor will perform and complete all Work described in Exhibit 2 – Statement of Work, in compliance with the requirements of this Agreement, and to the satisfaction of Court.

B. Customer Service Support. Contractor will provide customer service, as described in Exhibit 2, Statement of Work. Contractor will maintain a toll-free number for ordering, inquiries, and customer service inquiries from the Purchasing Group members.

C. Ordering. Members of the Purchasing Group may place individual orders for jury summons and ancillary products or services pursuant to this Agreement or issue blanket Purchase Orders covering items for multiple individual orders up to the amount of the blanket Purchase Order. Orders may be placed by telephone, facsimile, Contractor's designated Internet site, or by issuing a Purchase Order. A "Purchase Order" is defined as an ordering document used by a Customer to place an order for jury summons under this Agreement. The form and format of a Purchase Order may vary. The terms and conditions of this Agreement are applicable to all orders, regardless of the ordering process selected. The Customer placing the order will be responsible for receipt and acceptance of goods and payment pursuant to the terms and conditions set forth in this Agreement.

D. Acceptance and Inspection. Notwithstanding any prior inspection or payments, all goods and services delivered hereunder will be subject to final inspection and

acceptance or rejection by the Customer at any time within thirty days after delivery. All items which are not in compliance with the specifications hereof, which are not as warranted or which are shipped late, shipped in excess or insufficient quantities or substituted for items ordered hereunder may be rejected by the Customer and returned at Contractor's expense and risk. Payment will not constitute an acceptance of noncompliant goods nor impair Customer's right to any of its remedies.

E. Non-Exclusivity. This is a non-exclusive agreement. Court reserves the right to perform, or have others perform the Work of this Agreement. Court reserves the right to bid the Work to others or procure the Work by other means.

24. STANDARD OF PERFORMANCE; WARRANTIES.

A. Standard of Performance. Contractor will perform all Work with the requisite skill and diligence consistent with professional standards for the industry and type of work performed under the Agreement, and pursuant to the governing rules and regulations of the industry. Contractor understands that Court relies on the accuracy, competence, and completeness of Contractor's services.

B. Warranties.

B.1. Contractor warrants and represents that the Work and all Deliverables furnished will conform to the requirements of this Agreement and such Work and Deliverables will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship, and, to the extent not manufactured pursuant to detailed designs furnished by Court, free from defects in design. Court's approval of designs or specifications furnished by Contractor will not relieve Contractor of its obligations under this warranty.

B.2. Non-Infringement. Contractor represents and warrants to Court that it is and will be either own, or be authorized to use for its own and the Court's benefit, all intellectual property rights used and to be used in connection with providing and/or performing the Work.

B.3. All warranties will inure to Court, its successors, assigns, customer agencies, and users of the Work provided hereunder.

B.4. Unless otherwise specified, the warranties set forth in this section commence after Work has been approved and accepted by Court.

25. TERM; OPTION PERIODS.

A. The initial term of this Agreement is two years, commencing on _____, 2005 with two one-year options to extend the term, which options may be individually exercised by the Courts in their sole discretion. If the Courts elect to extend the term of this Agreement, the Courts may negotiate price adjustments applicable during the option period(s) and any agreed-upon price adjustments will be set forth in a written amendment to this Agreement.

B. After the end of the first twelve months of the initial term and every six months thereafter other Superior Courts of California ("Other Courts") may elect to join the Purchasing Group and become a party to this Agreement. At that time the parties will add Other Courts to the Purchasing Group via a written amendment. The amendment

will include applicable prices for the Other Courts.

26. TERMINATION.

A. Termination for Cause. An individual Court may terminate its participation in this Agreement, in whole or in part, and be relieved of any payments, if Contractor fails to perform the requirements of this Agreement at the time and in the manner agreed. The Court may proceed with the Work in any manner deemed proper. All costs to the Court arising from Contractor's default, including costs to complete or correct the Work, will be deducted from any sum the Court may owe to Contractor. Contractor will not be entitled to recover overhead or profit on the uncompleted portions of the Work.

B. Termination for Convenience.

B.1. An individual Court may terminate its participation in this Agreement, in whole or in part, at any time and for any reason, upon at least ten days written notice to Contractor. Upon receipt of the termination notice, Contractor will promptly discontinue Work as specified in the notice.

B.2. If an individual Court terminates all or part of this Agreement other than for cause, the Court will pay Contractor for the Work satisfactorily performed prior to the termination. Contractor will not recover overhead or profit on the uncompleted portions of the Work.

C. Termination due to Fund Appropriation and Availability.

C.1. The Courts' obligations under this Agreement are subject to the availability of funds authorized for this Work. Expected or actual funding may be withdrawn, reduced, or limited prior to the expiration or other termination of this Agreement. Funding beyond the current Appropriation Year is conditioned upon appropriation of sufficient funds to support the activities described in this Agreement.

C.2. Upon written notice, an individual Court or all Courts may terminate this Agreement in whole or in part, without prejudice to any right or remedy of the Courts, for lack of appropriation of funds. Upon termination, the individual Court will pay Contractor for the fair value of Work satisfactorily performed prior to the termination.

D. Effect of Termination.

D.1. Upon any expiration or termination, each Court will have the right to take possession of any materials, equipment, Deliverables, and other Work including partially completed Work for the individual Court. Contractor will immediately assign to the Court all of Contractor's right, title, and interest in and to such Work and related materials and work product, and any and all intellectual property rights.

D.2. Upon termination of any kind, an individual Court may withhold from payment any sum that the Court determines to be owed to Court by Contractor, or necessary to protect the Court against loss due to outstanding liens or claims of former lien holders.

27. WAIVER; SEVERABILITY ; SURVIVAL.

A. Waiver of Rights. An individual Court's action, inaction, or failure to enforce any right or provision of this Agreement is not a waiver of its rights, and will not prevent the

Court from enforcing such rights on any future occasion.

B. Severability. The provisions of this Agreement will be effective in all cases, unless otherwise prohibited by applicable state or federal law. The provisions of this Agreement are separate and severable. The invalidity of any sentence, paragraph, provision, section, or portion of this Agreement will not affect the validity of the remainder of this Agreement.

C. Terms that will survive termination or expiration of this Agreement include, but are not limited to: Assignment, Audit Rights and Retention of Records, Confidentiality, Indemnification, Limitation of Liability, Warranties.

28. ENTIRE AGREEMENT.

A. Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and will not be used to interpret or determine the validity of this Agreement.

B. This Agreement was negotiated between the parties, and neither party “prepared” this Agreement for purposes of California Civil Code §1654. Any ambiguity will not be construed against the drafter, but rather the terms and provisions will be given a reasonable interpretation.

C. This Agreement constitutes the entire and final understanding of the parties regarding this matter, and supersedes and terminates any and all prior or contemporaneous negotiations, representations, understandings, discussions, offers, proposals, or agreements between the parties, whether written or oral, express or implied, relating in any way to the this matter.

End of Terms and Conditions

CONTRACT - EXHIBIT 1

PRICING SHEETS

[PRICING SHEETS WILL BE ATTACHED]

CONTRACT - EXHIBIT 2

STATEMENT OF WORK

[ATTACH NEGOTIATED STATEMENT OF WORK BASED ON VENDOR’S PROPOSAL]

5.2. Attachment B – Sample Jury Summons

A sample of the model Jury Summons will be distributed at the mandatory Pre-Proposal Conference. A copy of the summons is also available on the Internet. (See 2.1.1).

5.3. Attachment C – Vendor Certification Form

I certify that neither _____ (Vendor) nor any of its proposed subcontractors are currently under suspension or debarment by any state or federal government agency, and that neither Vendor nor any of its proposed subcontractors are tax delinquent with the State of California. I have listed all contracts with government or commercial customers during the five years preceding submission of this Proposal.

I acknowledge that if Vendor or any of its subcontractors subsequently are placed under suspension or debarment by a local, state or federal government entity, or if Vendor or any of its subcontractors subsequently become delinquent in California taxes, our Proposal may be disqualified.

Signature

Printed Name

Title

Date

List of all Contracts with Government or Commercial Customers
during the Five Years preceding Submission of this Proposal:

5.4. Attachment D – Pricing Sheet

All vendors are required to submit the information requested below. *See Section 2.4.1, Proposal Delivery, and Section 3.7.1, Required Forms, for special requirements related to the submission of the cost proposal.* An Excel spreadsheet version of this format can be found on the Internet. (See 2.1.1).

Estimates must include the cost of all labor and materials for the printing and mailing of the Jury Summons.

Vendor Information:

Company
Street
City
State, Zip Code

Technical Contact:

Name
Title
Phone & Fax
E-mail

Quantity	Description	Unit Price	Total
1,500,000	Jury Summons Printing		
1,500,000	Postage/Mailing Costs		
		Total	

Note: Unit Prices may not be more than three (3) places to the right of the decimal point. For example, a price of \$0.1234 would exceed this limitation.